



City of Phoenix
INFORMATION TECHNOLOGY DEPARTMENT

September 19, 2005

Mr. Michael Paz
Account Manager
Motorola CGISS
2501 South Price Road, GT150
Chandler, AZ 85248

**RE: Communications Products Agreement No. P-7288-05
Amendment Seven**

Dear Mr. Paz:

Enclosed is one fully executed original the above-referenced document.

If I may be of further assistance, please contact me at (602) 261-8481 or via e-mail at alice.stallings@phoenix.gov.

Sincerely,

Alice Stallings
Contracts Administrator

Enclosure

c: Bill Phillips
Larry Jue
File

COMMUNICATIONS PRODUCTS AGREEMENT NO. P-7288-05

AMENDMENT SEVEN

This Amendment Seven to Agreement No. P-7288-05 is made this 17th day of August, 2005, (the Effective Date), by and between Motorola, Inc. (Motorola) and the City of Phoenix (City). The Agreement shall be amended as follows:

1. Per the terms of **Section 3.6, TECHNOLOGY UPGRADES**, Motorola further agrees to provide the XTL 2500 mobile radio in the following categories: (3) Mid-Line Trunk-Mount, Mobile Radio Equipment; and (6) Mid-Line, Under Dash, Mobile Radio Equipment. Price pages, specifications and accessory pages are included as Exhibit N, Exhibit O, and Exhibit P, respectively, attached hereto and incorporated by reference.
2. Replace **Exhibit G, Cooperative Use Agencies (Revised 06-16-04)**, with **Exhibit G, Cooperative Use Agencies (Revised 07-15-05)**, to reflect the inclusion of all departments in the City of Tempe and the City of Scottsdale (Fire), and the deletion of the Laveen Fire District.
3. Add **Exhibit Q** to establish pricing levels for State of Arizona government agencies and local government jurisdictions (Agencies) that do not qualify for listing in **Exhibit G** but have a requirement for interoperability with the networks known as the Phoenix Regional Wireless Network (PRWN) and Trunked Open Architecture Arizona Network (TOPAZ).
4. Agencies will issue purchase orders to Motorola and must reference **City of Phoenix Agreement No. P-7288-05, Exhibit Q**, when requesting products or services pursuant to this Amendment. The terms and conditions of sale are based upon the Agreement to the extent its provisions or exhibits do not conflict with **Exhibit Q**. In the event of any inconsistencies between the Agreement and **Exhibit Q**, the provisions of **Exhibit Q** shall prevail.
5. For purchases pursuant to **Exhibit Q** only, replace "not to exceed the Contract Price" in the Agreement, **Section 13, Limitation of Liability**, with "for Agency purchases Motorola's total liability will not exceed the amount of the Agency's purchase order."
6. Any purchase orders issued pursuant to **Exhibit Q** are subject to the applicable terms and conditions of the Agreement to the extent they do not conflict with **Exhibit Q**, including **Exhibit A, Software License Agreement**. No pre-printed or similar terms on any purchase order or other document shall have any force or effect to change the terms, covenants, and conditions of this Amendment. The City will not be responsible for commitments made by any Agency. The resolution of any dispute between Motorola and any Agency must be pursued with such Agency under the overall framework of the Amendment.

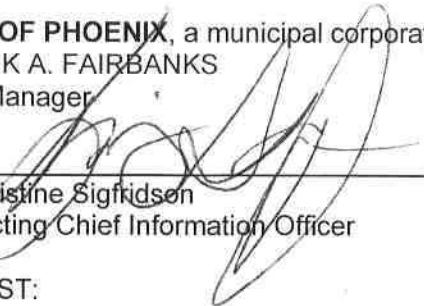
Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

MOTOROLA, INC.

By: 
Title: AREA CONTROLLER



CITY OF PHOENIX, a municipal corporation
FRANK A. FAIRBANKS
City Manager

By: 
Kristine Sigfridson
Acting Chief Information Officer

ATTEST:


City Clerk

APPROVED AS TO FORM:


Acting City Attorney

Exhibit G
Cooperative Use Agencies
(Revised 08-17-05)

Apache Junction Fire District
Buckeye Valley Fire District
City of Apache Junction
City of Avondale (Fire)
City of Chandler (Fire)
City of El Mirage (Fire)
City of Glendale*
City of Goodyear (Fire)
City of Mesa
City of Peoria (Fire)
City of Phoenix
City of Scottsdale (Fire)*
City of Surprise (Fire)
City of Tempe*

City of Tolleson (Fire)
Daisy Mountain Fire District
Phoenix Transit
Southwest Ambulance
State of Arizona, Liquor Licenses
and Control
Sun City Fire District
Sun City West Fire District
Sun Lakes Fire District
Town of Buckeye (Fire)
Town of Gilbert
Town of Guadalupe (Fire)
Town of Youngtown (Fire)
Valley Metro Rail*

*Changes are the inclusion of all departments in the cities of Glendale and Tempe, the inclusion of the City of Scottsdale (Fire) and Valley Metro Rail, and the deletion of the Laveen Fire District (it has merged with the Phoenix Fire Department).

Exhibit Q

(08-17-05)

This Exhibit Q authorizes entities not currently operating on the Phoenix Regional Wireless Network (PRWN) or Trunked Open Architecture Arizona Network (TOPAZ) but which have a need for interoperability on a regional basis with PRWN and TOPAZ, to purchase equipment at the price levels offered in the "Special Offer" per Section 3.1.1.1 of the Quantity Purchase Agreement (QPA), excluding the additional items in 3.1.1.2 through 3.1.1.7 of the Quantity Purchase Agreement. Agencies eligible under this Exhibit Q are as follows:

City of Apache Junction
City of Avondale (excluding Fire)
City of Chandler (excluding Fire)
City of El Mirage (excluding Fire)
City of Goodyear (excluding Fire)
City of Peoria (excluding Fire)
City of Scottsdale (excluding Fire)
City of Surprise (excluding Fire)
City of Tolleson (excluding Fire)
Town of Buckeye (excluding Fire)
Town of Guadalupe (excluding Fire)
Town of Paradise Valley
Town of Youngtown (excluding Fire)
Wickenburg

Maricopa County

Pinal County and local government jurisdictions within the County
Yavapai County and local government jurisdictions within the County

State of Arizona

Fort McDowell Indian Nation
Gila River Indian Community
Salt River Pima Indian Tribe